

<i>SERFF Tracking Number:</i>	<i>ALSX-125588354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BF1546</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Business Umbrella</i>		
<i>Project Name/Number:</i>	<i>2008 - Informational Filing/BF1546</i>		

Filing at a Glance

Company: Allstate Insurance Company

Product Name: Commercial Business Umbrella SERFF Tr Num: ALSX-125588354 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0020 Commercial Umbrella & Excess Co Tr Num: BF1546 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: SPI AllState

Date Submitted: 03/31/2008

Disposition Date: 04/14/2008

Disposition Status: Approved

Effective Date Requested (New): 10/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 10/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: 2008 - Informational Filing

Project Number: BF1546

Reference Organization:

Reference Title:

Filing Status Changed: 04/14/2008

State Status Changed: 04/14/2008

Corresponding Filing Tracking Number:

Filing Description:

2008 Terrorism Decs

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The Terrorism Risk Insurance Act, as amended, has been extended for seven years, through 2014. We have therefore revised the Commercial Umbrella Policy Declaration Page and Coverage Forms to reflect the extension of the Act, and to include the change in the federal backstop for 2008.

SERFF Tracking Number: ALSX-125588354 State: Arkansas
Filing Company: Allstate Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: BF1546
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Business Umbrella
Project Name/Number: 2008 - Informational Filing/BF1546

Effective Date:

New business: October 1, 2008

Renewals: October 1, 2008

Company and Contact

Filing Contact Information

Kelly Urban, State Filings Analyst kurban@allstate.com
2775 Sanders Road (847) 402-0157 [Phone]
Northbrook, IL 60062 (847) 402-9757[FAX]

Filing Company Information

Allstate Insurance Company CoCode: 19232 State of Domicile: Illinois
2775 Sanders Road Group Code: 8 Company Type: Property and
Casualty
Suite A5
Northbrook, IL 60062 Group Name: Allstate State ID Number:
(847) 402-5000 ext. [Phone] FEIN Number: 36-0719665

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allstate Insurance Company	\$50.00	03/31/2008	19157196

SERFF Tracking Number:	ALSX-125588354	State:	Arkansas
Filing Company:	Allstate Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	BF1546		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	Commercial Business Umbrella		
Project Name/Number:	2008 - Informational Filing/BF1546		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/14/2008	04/14/2008

<i>SERFF Tracking Number:</i>	<i>ALSX-125588354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BF1546</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Business Umbrella</i>		
<i>Project Name/Number:</i>	<i>2008 - Informational Filing/BF1546</i>		

Disposition

Disposition Date: 04/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	ALSX-125588354	State:	Arkansas
Filing Company:	Allstate Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	BF1546		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	Commercial Business Umbrella		
Project Name/Number:	2008 - Informational Filing/BF1546		

Item Type	Item Name	Item Status	Public Access
Supporting Document	AR - EXPD FILING TRANS FOR TER RISK, BU4222-3 - Overstrike copy, UEL192-1 - Overstrike copy, UEL193-1 - Overstrike copy	Approved	Yes
Form	Commercial Umbrella/Excess Liability Policy	Approved	Yes
Form	Limited Exclusion for Non-Certified Acts of Terrorism; Cap on Certified Acts of Terrorism	Approved	Yes
Form	Limited Exclusion for Non-Certified Acts of Terrorism; Exclusion for Certified Acts of Terrorism	Approved	Yes

SERFF Tracking Number: ALSX-125588354 State: Arkansas

Filing Company: Allstate Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: BF1546

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Commercial Business Umbrella

Project Name/Number: 2008 - Informational Filing/BF1546

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Umbrella/Excess Liability Policy	BU4222-3	1-08	Declaration Replaced s/Schedule	Replaced Form #:0.00 BU4222-2 Previous Filing #: AR-PC-07-022671		BU4222-3.PDF
Approved	Limited Exclusion for Non-Certified Acts of Terrorism; Cap on Certified Acts of Terrorism	UEL192-1	01-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 UEL192 Previous Filing #:		UEL192-1.PDF
Approved	Limited Exclusion for Non-Certified Acts of Terrorism; Exclusion for Certified Acts of Terrorism	UEL193-1	01-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 UEL193 Previous Filing #:		UEL193-1.PDF

ALLSTATE INSURANCE COMPANY

A STOCK INSURANCE COMPANY

HOME OFFICE 6 NORTHBROOK, ILLINOIS

**COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY
OCCURRENCE POLICY****DECLARATIONS****POLICY NO.****1. Named Insured****Address****2. Policy Period:** From

To

Beginning and ending at 12:01 A.M. Standard Time at the Address stated above

3. The Named Insured is:**4. Business of Insured:****5. Limits of Insurance:** (Described Below)

Limit	Amount
GENERAL AGGREGATE LIMIT (Other Than Products – Completed Operations and Automobile)	\$
PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT	\$
EACH OCCURRENCE LIMIT	\$

6. Retained Limit: (Coverage B. Only) \$**7. Computation of Premium:**

If policy is written for more than one year, rates and premium will be adjusted on an annual basis.

Calculation of Premium				
IF NOT SUBJECT TO AUDIT		\$	For period of:	to
IF SUBJECT TO AUDIT	Basis of Premium	Rate Per	Estimated Annual Advance Premium	Minimum Premium
			\$	\$

AUDIT PERIOD: From:

To:

8. Forms and Endorsements that are a part of this policy:

The portion of the Premium shown above that is attributable to coverage for losses caused by "acts of terrorism" to which the Program established by the Terrorism Risk Insurance Act, as amended, \$_____. SEE DISCLOSURE NOTICE ON PAGE 3 OF 3.

**DECLARATIONS – COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY OCCURRENCE POLICY
(continued)**

**ALLSTATE INSURANCE COMPANY
A STOCK INSURANCE COMPANY**

POLICY NUMBER

IN WITNESS WHEREOF, the Company named above, a stock Company, has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois.

Secretary

President

Countersigned By _____, Authorized Agent

**DECLARATIONS – COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY OCCURRENCE POLICY
(continued)**

**ALLSTATE INSURANCE COMPANY
A STOCK INSURANCE COMPANY**

POLICY NUMBER

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

The federal Terrorism Risk Insurance Act, as amended (the federal Act), establishes a temporary federal Program (the federal Program) providing for a system of shared public and private compensation for certain insured commercial property and casualty losses resulting from “acts of terrorism,” as defined in the federal Act.

The federal Act defines an “act of terrorism” as an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or on the premises of a United States mission; and to have been committed by an individual or individuals, as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

DISCLOSURE OF FEDERAL SHARE OF COMPENSATION FOR INSURED LOSSES

Insured losses caused by “acts of terrorism” to which the federal Program applies would be partially reimbursed by the United States of America under a formula established by the federal Act. Under that formula, the United States of America pays 85 percent of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

DISCLOSURE OF PREMIUM

[AI: Only one (1) of the below should print.]

☐ Your insurance coverage includes coverage for losses caused by “acts of terrorism” to which the federal Program applies (subject to policy terms, conditions, limitations and exclusions). The portion of your annual premium that is attributable to coverage for losses caused by “acts of terrorism” to which the federal Program applies is \$XX.XX.

[OR]

☐ Your insurance coverage does not include coverage for losses caused by “acts of terrorism” to which the federal Program applies. Accordingly, the portion of your annual premium that is attributable to coverage for losses caused by “acts of terrorism” to which the federal Program applies is \$0.00. If you would like your insurance coverage to include coverage for losses caused by “acts of terrorism” to which the federal Program applies (subject to policy terms, conditions, limitations and exclusions), you may purchase that coverage for an additional annual premium charge of \$XX.XX. Please ask your agent for more information.

**Limited Exclusion for Non-Certified Acts of Terrorism;
Exclusion for Certified Acts of Terrorism**

This endorsement modifies insurance provided under the following:

Commercial Umbrella/Excess Liability Form – Occurrence Form

Commercial Umbrella/Excess Liability Form – Claims Made and Occurrence Form

Section 1

Coverage A – Excess Liability Over Underlying Insurance

Coverage B – Umbrella Liability Over The Retained Limit Or Insurance Not Listed In The Schedule Of Underlying Insurance

The following exclusion is added under Section II – Exclusions A. Applicable To Coverage A & B:

7. Certified Act of Terrorism and Non-Certified Act of Terrorism

Any injury arising, directly or indirectly, out of a **certified act of terrorism** or a **non-certified act of terrorism**. However, with respect to a **non-certified act**, this exclusion only applies if one or more of the following are attributed to such an act:

1. The total insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all person and entities effected by the terrorism and business interruption losses sustained by owners and occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - i. Physical injury that involves a substantial risk of death; or
 - ii. Protracted and obvious physical disfigurement; or
 - iii. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation, or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, paragraphs 1 and 2, immediately preceding describes the threshold used to measure the magnitude of a **non-certified act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident. When this exclusion applies to a **non-certified act of terrorism**, there is no coverage under this form.

In the event of any incident of a **certified act of terrorism** or a **non-certified act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this form.

The following definitions are added to:

Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:

- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Claims Made and Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:
 - a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

**Limited Exclusion for Non-Certified Acts of Terrorism;
Cap on Certified Acts of Terrorism**

This endorsement modifies insurance provided under the following:

Commercial Umbrella/Excess Liability Form – Occurrence Form

Commercial Umbrella/Excess Liability Form – Claims Made and Occurrence Form

Section 1

Coverage A – Excess Liability Over Underlying Insurance

Coverage B – Umbrella Liability Over The Retained Limit Or Insurance Not Listed In The Schedule Of Underlying Insurance

The following exclusion is added under Section II – Exclusions A. Applicable To Coverage A & B:

7. Non-Certified Act of Terrorism

Any injury arising, directly or indirectly, out of a **non-certified act of terrorism**. However, this exclusion only applies if one or more of the following are attributed to such an act:

1. The total insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all person and entities effected by the terrorism and business interruption losses sustained by owners and occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - i. Physical injury that involves a substantial risk of death; or
 - ii. Protracted and obvious physical disfigurement; or
 - iii. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation, or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, paragraphs 1. and 2. immediately preceding describes the threshold used to measure the magnitude of a **non-certified act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

In the event of any incident of a **non-certified act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this form.

With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act, as amended (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

The following definitions are added to:

Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:

- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; as amended; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended.. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Claims Made and Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:
 - a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

<i>SERFF Tracking Number:</i>	<i>ALSX-125588354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BF1546</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Business Umbrella</i>		
<i>Project Name/Number:</i>	<i>2008 - Informational Filing/BF1546</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ALSX-125588354 State: Arkansas
Filing Company: Allstate Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: BF1546
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Business Umbrella
Project Name/Number: 2008 - Informational Filing/BF1546

Supporting Document Schedules

Satisfied -Name: AR - EXPD FILING TRANS FOR TER RISK, BU4222-3 - Overstrike copy, UEL192-1 - Overstrike copy, UEL193-1 - Overstrike copy
Review Status: Approved 04/14/2008

Comments:

Attachments:

AR - EXPD FILING TRANS FOR TER RISK.PDF
BU4222-3 - Overstrike copy.PDF
UEL192-1 - Overstrike copy.PDF
UEL193-1 - Overstrike copy.PDF

**EXPEDITED FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) AR

Indicate Type of Filing
<input type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Allstate Insurance Company	IL	008-19232	36-0719665

Contact Info for Filer

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Kelly Urban 2775 Sanders Road, Suite A5 Northbrook IL 60062	847-402-0157 Ext. 20157	847-402-9757	kurban@allstate.com

Filing information

Line of Insurance (see attachment)	Commercial Business Umbrella
Company Program Title (Marketing title) (if applicable)	Commercial Product
Filing Type ** see note below	Forms
This application is used with:	BU4197-1, Commercial Umbrella/Excess Liability Policy
Effective Date Requested	10/01/2008
Filing date	03/31/2008
Company Tracking Number	BF1546
Date filing approved in domiciliary state, if applicable	Not approved yet. Filed on same date as this filing.

	Component/Form Name /Description/Synopsis	Form # or Rate Page Include edition date	Replacement Or withdrawn?	If replacement, give form # or rate page(s) it replaces	Previous State Filing Number, if required by state
01	Commercial Umbrella/Excess Liability Policy	BU4222-3 1-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	BU4222-2 6-06	AR-PC-07-022671
02	Limited Exclusion for Non-Certified Acts of Terrorism; Cap on Certified Acts of Terrorism	UEL192-1 01-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UEL192 05-03	
03	Limited Exclusion for Non-Certified Acts of Terrorism; Exclusion for Certified Acts of Terrorism	UEL193-1 01-08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	UEL193 05-03	

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

- ☒ Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state; and
- ☒ Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Kelly Urban

Signature

Kelly Urban

Print Name:

State Filings Analyst

Title:

ALLSTATE INSURANCE COMPANY

A STOCK INSURANCE COMPANY

HOME OFFICE 6 NORTHBROOK, ILLINOIS

**COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY
OCCURRENCE POLICY****DECLARATIONS****POLICY NO.****1. Named Insured**

Address

2. Policy Period: From _____ To _____
Beginning and ending at 12:01 A.M. Standard Time at the Address stated above

3. The Named Insured is:**4. Business of Insured:****5. Limits of Insurance:** (Described Below)

Limit	Amount
GENERAL AGGREGATE LIMIT (Other Than Products – Completed Operations and Automobile)	\$
PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT	\$
EACH OCCURRENCE LIMIT	\$

6. Retained Limit: (Coverage B. Only) \$**7. Computation of Premium:** If policy is written for more than one year, rates and premium will be adjusted on an annual basis.

Calculation of Premium				
IF NOT SUBJECT TO AUDIT		\$ For period of: _____ to _____		
IF SUBJECT TO AUDIT	Basis of Premium	Rate Per	Estimated Annual Advance Premium	Minimum Premium
			\$	\$

AUDIT PERIOD: From: _____ To: _____

8. Forms and Endorsements that are a part of this policy:

The portion of the Premium shown above that is attributable to coverage for losses caused by "acts of terrorism" to which the Program established by the Terrorism Risk Insurance Act, as amended, \$_____. SEE DISCLOSURE NOTICE ON PAGE 3 OF 3.

BU4222-3
(Ed. 1-08)

Page 1 of 3

[Includes copyrighted material of Insurance Services Office, Inc. with its permission.](#)

Deleted: "

Deleted: "

Deleted: extended

Deleted: on December 22, 2005 is

Deleted: 2

Deleted: 6

Deleted: 06

DECLARATIONS – COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY OCCURRENCE POLICY
(continued)

ALLSTATE INSURANCE COMPANY
A STOCK INSURANCE COMPANY

POLICY NUMBER

IN WITNESS WHEREOF, the Company named above, a stock Company, has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois.

Secretary

President

Countersigned By _____ , Authorized Agent

DECLARATIONS – COMMERCIAL UMBRELLA/EXCESS LIABILITY POLICY OCCURRENCE POLICY
(continued)

ALLSTATE INSURANCE COMPANY
A STOCK INSURANCE COMPANY

POLICY NUMBER

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

The federal Terrorism Risk Insurance Act, as amended (the federal Act), establishes a temporary federal Program (the federal Program) providing for a system of shared public and private compensation for certain insured commercial property and casualty losses resulting from “acts of terrorism,” as defined in the federal Act.

Deleted: “T

Deleted: ”

Deleted: (

Deleted: , as extended on December 22, 2005

The federal Act defines an “act of terrorism” as an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or on the premises of a United States mission; and to have been committed by an individual or individuals, as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Deleted: acting on behalf of any foreign person or foreign interest

Deleted: g

DISCLOSURE OF FEDERAL SHARE OF COMPENSATION FOR INSURED LOSSES

Insured losses caused by “acts of terrorism” to which the federal Program applies would be partially reimbursed by the United States of America under a formula established by the federal Act. Under that formula, the United States of America pays 85 percent of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Deleted: 90 percent (

Deleted: in 2007)

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Formatted: Font: 11 pt

DISCLOSURE OF PREMIUM

[A]: Only one (1) of the below should print.]

[] Your insurance coverage includes coverage for losses caused by “acts of terrorism” to which the federal Program applies (subject to policy terms, conditions, limitations and exclusions). The portion of your annual premium that is attributable to coverage for losses caused by “acts of terrorism” to which the federal Program applies is \$XX.XX.

[OR]

[] Your insurance coverage does not include coverage for losses caused by “acts of terrorism” to which the federal Program applies. Accordingly, the portion of your annual premium that is attributable to coverage for losses caused by “acts of terrorism” to which the federal Program applies is \$0.00. If you would like your insurance coverage to include coverage for losses caused by “acts of terrorism” to which the federal Program applies (subject to policy terms, conditions, limitations and exclusions), you may purchase that coverage for an additional annual premium charge of \$XX.XX. Please ask your agent for more information.

Deleted: ¶

Deleted: 2

Deleted: 6

Deleted: 06

BU4222.3
(Ed. 1-08)

Page 3 of 3

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**Limited Exclusion for Non-Certified Acts of Terrorism;
Exclusion for Certified Acts of Terrorism**

This endorsement modifies insurance provided under the following:

Commercial Umbrella/Excess Liability Form – Occurrence Form

Commercial Umbrella/Excess Liability Form – Claims Made and Occurrence Form

Section 1

Coverage A – Excess Liability Over Underlying Insurance

Coverage B – Umbrella Liability Over The Retained Limit Or Insurance Not Listed In The Schedule Of Underlying Insurance

The following exclusion is added under Section II – Exclusions A. Applicable To Coverage A & B:

7. Certified Act of Terrorism and Non-Certified Act of Terrorism

Any injury arising, directly or indirectly, out of a **certified act of terrorism** or a **non-certified act of terrorism**. However, with respect to a **non-certified act**, this exclusion only applies if one or more of the following are attributed to such an act:

1. The total insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all person and entities effected by the terrorism and business interruption losses sustained by owners and occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - i. Physical injury that involves a substantial risk of death; or
 - ii. Protracted and obvious physical disfigurement; or
 - iii. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation, or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, paragraphs 1 and 2, immediately preceding describes the threshold used to measure the magnitude of a **non-certified act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident. When this exclusion applies to a **non-certified act of terrorism**, there is no coverage under this form.

In the event of any incident of a **certified act of terrorism** or a **non-certified act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this form.

The following definitions are added to:

Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:

- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the

Deleted: of 2002

Deleted: acting on behalf of any foreign person or foreign interest

Deleted: 05/03

UEL 192-1
(Ed. 01/08)

Page 1 of 2

Includes copyrighted material of Insurance Services Office, Inc. with its permission

United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Deleted: of 2002.

Claims Made and Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:

Deleted: of 2002.

- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Deleted: acting on behalf of any foreign person or foreign interest

2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Deleted: of 2002.

**Limited Exclusion for Non-Certified Acts of Terrorism;
Cap on Certified Acts of Terrorism**

This endorsement modifies insurance provided under the following:

Commercial Umbrella/Excess Liability Form – Occurrence Form
Commercial Umbrella/Excess Liability Form – Claims Made and Occurrence Form

Section 1

Coverage A – Excess Liability Over Underlying Insurance

**Coverage B – Umbrella Liability Over The Retained Limit Or Insurance Not Listed In The Schedule
Of Underlying Insurance**

The following exclusion is added under Section II – Exclusions A. Applicable To Coverage A & B:

7. Non-Certified Act of Terrorism

Any injury arising, directly or indirectly, out of a **non-certified act of terrorism**. However, this exclusion only applies if one or more of the following are attributed to such an act:

1. The total insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all person and entities effected by the terrorism and business interruption losses sustained by owners and occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - i. Physical injury that involves a substantial risk of death; or
 - ii. Protracted and obvious physical disfigurement; or
 - iii. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation, or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, paragraphs 1. and 2. immediately preceding describes the threshold used to measure the magnitude of a **non-certified act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

In the event of any incident of a **non-certified act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this form.

With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act, as amended, (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

Deleted: of 2002

The following definitions are added to:

Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:

Deleted: of 2002

UEL 193-1
(Ed. 01/08)

Page 1 of 2

Includes copyrighted material of Insurance Services Office, Inc. with its permission

Deleted: 05/03

- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Deleted: acting on behalf of any foreign person or foreign interest

Deleted: of 2002

Claims Made and Occurrence Form

Section VI – Definitions, Part A. Applicable to Coverage A. and Part B. Applicable to Coverage B only.

1. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in the Act for a **certified act of terrorism** include the following:
- a. The act resulted in aggregate losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Deleted: of 2002

Deleted: acting on behalf of any foreign person or foreign interest

Formatted: Indent: Left: 0.31"

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

2. **Non-Certified Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. However, a **non-certified act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of a **certified act of terrorism**, when such act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of a **non-certified act of terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Deleted: of 2002.